

# SEPTEMBERFEST

## CRAFT VENDOR APPLICATION & AGREEMENT

Business/Org. Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Business Phone \_\_\_\_\_ Business Email \_\_\_\_\_

Contact Cell Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

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### EVENT INFORMATION

#### DATES/TIMES

Friday, September 6, 2019	5:00pm – 10:00pm
Saturday, September 7, 2019	11:00am – 10:00pm
Sunday, September 8, 2019	11:00am – 5:00pm

#### LOCATION

Simsbury Meadows Performing Arts Center – 22 Iron Horse Blvd. Simsbury, CT

**AGREEMENT DUE DATE:** \_\_\_\_\_

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### PARTICIPANT REQUIREMENTS

The following are requirements of all those wishing to host a craft/retail booth at Septemberfest.

1. **Application & Agreement:** A fully executed copy of the agreement must be on file no later than the "Agreement Due Date" noted above.
2. **Policies / Procedures:**
  - a. **Sales and Use Tax Permit:** Vendors wishing to sell merchandise at SMPAC must possess a valid CT Sales and Use Tax Permit. THE TAX PERMIT IS MANDATORY IN ORDER TO SELL ANY AND ALL MERCHANDISE. A copy of the vendor's permit must be provided to SMPAC no later than the "Agreement Due Date" noted above. A copy of the permit must be displayed so that it is visible to the public at the mutually agreed upon sales location. Vendors are required to submit 6.35% CT sales tax to the State of CT Department of Revenue for all merchandise sales.
  - b. **Staffing:** Vendors are responsible for all staffing and should plan accordingly to staff at the level required to efficiently operate the booth throughout each of the 3 event days as well as for load-in and load-out.
  - c. **Set-up:** Vendors are encouraged to come equipped with transport systems to load booth items from the loading area to their assigned booth space on the field. Vehicle access to the field is extremely limited and restricted to designated entry/exit paths identified by SMPAC employees

and security. All vehicles associated with setup must be relocated to designated parking area no later than one half hour (30 minutes) prior to the daily start times stated above. Disposal of any trash or empty boxes in designated trash/recycling areas is required prior to the gates opening to the public.

- d. **Booth Area:** Vendors must bring their own tent, tables, chairs, hand trucks etc. and be equipped to load-in/out on their own. Tents/canopies are mandatory. Canopies must not exceed the footprint area selected below and must be free standing and weighted. No stakes or dangerously positioned ropes will be allowed. Canopies must remain inside your marked footprint space. Your tent, items, etc. must not extend outside of your marked space. Only the designated footprint area may be used. Any items left outside of the designated footprint are subject to removal. For the safety of our patrons and to comply with fire code, booth setups shall not obstruct the flow of pedestrian traffic (i.e., chairs or displays in front of your area, items in designated aisle ways or obstructing any entry/exit points or stairs).
- e. **Signage Requirements:** All vendors are required to have signage displayed to identify the vendor hosting the booth.
- f. **Breakdown / Cleanup:** To ensure the overall safety and enjoyment of patrons, breakdown will not be permitted until the event has fully concluded or at a time specifically designated by SMPAC. Vendor vehicles must remain parked until patrons have exited the venue and movement of vehicular traffic on-site has been deemed safe to commence. Disposal of any trash or empty boxes in designated trash/recycling areas is required at the conclusion of the event following breakdown. We ask that you leave your assigned area in the same or better condition than when you arrived for load-in. Additional cleaning / damages fees will be assessed at the discretion of SMPAC, should the vendor fail to comply with this policy.

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## FOOTPRINT SELECTION & FEES

Please check one:

- ☐ **10x10 Footprint:** \$300 (*non-refundable deposit*)
- ☐ **10x20 Footprint:** \$500 (*non-refundable deposit*)

Total participation fees: \$ \_\_\_\_\_

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## CRAFT/PRODUCT DESCRIPTION

Detailed Description of your Craft(s)/Product(s)

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## PAYMENT

Full payment (if applicable) for participation and any additional services is due at time of agreement execution. Payments shall be made by check payable to Simsbury Performing Arts Center, Inc. and may be hand delivered to the SMPAC office at 22 Iron Horse Blvd. or mailed to the following address:

Simsbury Performing Arts Center, Inc.  
22 Iron Horse Blvd. (PO Box 245)  
Simsbury, CT 06070

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## AGREEMENT

Before we process your request and assign you booth space you must complete, sign and return this Agreement. The term "Booth" is used to define your designated area of activity at Septemberfest.

In signing this Agreement, you (Participant) acknowledge that you have received, read and agree to comply with the GENERAL RULES & REGULATIONS. In addition, you acknowledge that the sale or distribution of ALL FOOD or BEVERAGE items is STRICTLY FORBIDDEN in the Craft Vendor area.

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_ (please print your name), certify that I am duly authorized to sign contracts on behalf of \_\_\_\_\_ (Insert Business Name) and as Participant, covenants and agrees to indemnify and to hold harmless the Simsbury Meadows Performing Arts Center, Inc., its employees, servants, agents, and volunteers, Septemberfest and the Town of Simsbury for any claim (including all defense costs and attorneys' fees) for bodily injury or property damage to third parties, employees or volunteers of the Participant and Co-Participant (if any) or any other person based on the acts or omissions of the Participant and its employees, servants, volunteers or agents.

The Participant understands that this Agreement, together with the Application constitute a binding contract and agrees to be bound by the same. Participant agrees that violation of this Agreement can lead to expulsion of the Participant from the event, prohibition from participation in future festivals, by Participant and/or liability for any and all damages suffered by Septemberfest and/or the Simsbury Meadows Performing Arts Center, including payment of costs of litigation (including reasonable attorney's fees).

**Vendor Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

*Print name:*

**Venue Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Missy DiNunno, Executive Director  
Simsbury Meadows Performing Arts Center